

**IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TENNESSEE SOUTHERN DIVISION**

In re:

Shannon Lebron Bates
Amy Page Bates

Debtor(s)

Case No.: 07-10278

Chapter 13

CHAPTER 13 PLAN

1. PAYMENTS AND TERM.

The debtor will pay the chapter 13 trustee \$ **595.00 PER WEEK by DIRECT PAY** and the following additional monies:
N/A

2. PRIORITY CLAIMS (including administrative expenses).

- (a) All administrative expenses under 11 U.S.C. §§ 503(b) & 1326 will be paid in full, including fees to the debtor's attorney in the amount of \$2,000.00 less \$0.00 previously paid by the debtor.
- (b) Except as provided in paragraph 6 below, claims entitled to priority under 11 U.S.C. § 507 will be paid in full in deferred cash payments, with tax claims paid as priority, secured, or unsecured in accordance with the filed claim.
- (c) All allowed priority claims shall accrue no interest after the filing date of this petition. In the event any of these claims are not discharged upon the completion of this plan, the balance due upon completion shall be the unpaid balance with no accrued interest. Interest will only begin accruing on the unpaid balance (if any) after the completion of the plan. If the claim is paid in full in the plan the debt shall be deemed satisfied in full upon completion of the plan.

3. SECURED CLAIMS.

(a) **Cramdowns.** The holders of the following allowed secured claims retain the liens securing such claims until the earlier the two events set forth in 11 U.S.C. § 1325 (a)(5)(B)(i)(I) and will be paid by the trustee the value of the security in the manner specified below. The portion of any allowed claim that exceeds the value indicated will be treated as an unsecured claim under paragraph 4(a) below. The failure of a secured creditor listed below to timely object to the proposed treatment for its secured claim and its unsecured claim shall be deemed an acceptance of the terms of the plan as provided for in 11 U.S.C. Section 1325(a)(5).

<i>Creditor</i>	<i>Collateral</i>	<i>Value</i>	<i>Monthly Payment</i>	<i>Interest Rate</i>
Wachovia Bank	2002 Chevy Tahoe	\$15,000.00	\$350.00	6.5%
First Citizens Bank	2003 Jeep Wrangler	\$13,200.00	\$270.00	5.99%
Citifinancial Retail	Furniture	\$600.00	\$20.00	6%

(b) **SURRENDER.** The debtor(s) shall surrender the following collateral in full satisfaction of the debt:

<i>Creditor</i>	<i>Collateral to Be Surrendered</i>
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(c) **LONG-TERM MORTGAGES AND MOBILE HOMES.** (Including Doublewide or modular homes) The holders of the following claims will retain their liens and will be paid monthly maintenance payments which will extend beyond the life of the plan. Any arrearage amount set forth below is an estimate; arrearage claims will be paid in full in the amount in the filed claim, absent an objection.

<i>Creditor</i>	<i>Estimated Arrearage</i>	<i>Arrearage Interest Rate</i>	<i>Arrearage Monthly Payment</i>	<i>Maintenance payment</i>	<i>Payment By: (Inside the plan or outside the plan)</i>
Chase Manhattan Mortgage 1 st Mortgage 336 Rogers Drive Ringgold, GA 30736	\$2,400.00	0	\$ 50.00	\$947.64 to begin Feb.07	Inside the plan

(d) **DE NOVO REVIEW.** Notwithstanding any provision of this plan, the secured status and classification of any purported secured claim are subject to *de novo* review on the request of any party in interest made within 90 days following the filing of the claim or the expiration of the deadline for filing proofs of claim, whichever comes later.

4. UNSECURED CLAIMS.

(a) *Nonpriority.* Except as provided in subparagraph (b) and in paragraph 6 below, allowed nonpriority unsecured claims will be paid:

 X (1) **In full**
 (2) percentage.
 — (3) **other**

(b) Post petition. Claims allowed under 11 U.S.C. § 1305 will be paid in full.

(c) All allowed nonpriority unsecured claims shall accrue no interest after the filing date of this petition. In the event any of these claims are not discharged upon the completion of this plan, the balance due upon completion shall be the unpaid balance with no accrued interest. Interest will only begin accruing on the unpaid balance (if any) after the completion of the plan. If the claim is paid in full in the plan the debt shall be deemed satisfied in full upon completion of the plan.

5.EXECUTORY AND UNEXPIRED LEASES. Except the following which are assumed, all executory contracts and unexpired lease are rejected, with any claim arising from the rejection to be paid as unsecured as provided in paragraph 4(a) above.

<u>Other party to contract</u>	<u>property description</u>	<u>Inside the plan</u>
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6.SPECIAL PROVISIONS. (such as cosigned debts, secured tax claims, debts paid by third party, student loans, special priority debts and treatment of non bankruptcy secured debt as unsecured in the plan, child support claims).

Georgia Dept. of Revenue – Sales Tax – Priority claim to be paid in full inside the plan

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Date: 1/17/07 /s/ Shannon Lebron Bates

Debtor

Date: 1/17/07 /s/ Amy Page Bates

Joint Debtor